



Miami-Dade County Board of County Commissioners

Office of the Commission Auditor

Legislative Analysis

**Community Empowerment and Economic
Revitalization Committee**

Tuesday, February 8, 2005
2:00 PM
Commission Chamber

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Commission Auditor

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**Miami-Dade County Board of County Commissioners
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Legislative Analysis**

A written analysis for the below item(s) are attached for your consideration. If you require further analysis of these or any other agenda items, please contact Gary Collins, Acting Chief Legislative Analyst, at (305) 375-1826.

ITEM 3(A)

REVISIONS TO THE REGULATIONS GOVERNING MOVING COMPANIES

ITEM 4 (C)

RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE GOULDS/CUTLER RIDGE AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN.

ITEM 4(G)

RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE WEST PERRINE AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN.

ITEM 4(H)

RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE BISCAYNE CORRIDOR AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN

Acknowledgements:

Report prepared by Tracie Auguste, Senior Legislative Analyst
Bia Marsellos, Legislative Analyst

LEGISLATIVE ANALYSIS

REVISIONS TO THE REGULATIONS GOVERNING MOVING COMPANIES

Consumer Services Department

I. SUMMARY

- Revises Chapter 8A, Article XVI (Moving Ordinance) of the Code of Miami-Dade County to be consistent with state law changes that occurred in 2002.
- State law has already governed moving companies since the changes in 2002.
- The main revisions are as follows:
 - Removal of a 72-hour exception in providing written notice for moving services
 - Removal of 10% allowance for charges over the written estimate
 - Permits the Consumer Services Department to enter into cooperative agreements with the Florida Department of Agriculture for the referral, investigation and prosecution of complaints under State statute.

II. PRESENT SITUATION

- The State Law governing intrastate moving was signed by the Governor in April 2002 and became effective July 1, 2002.
- The state law changes made regulations governing moving companies stricter than what were the County's regulations.
- Broward County has already revised its Code to mirror State Law and Palm Beach is in the process of doing the same so that moving regulations are fairly similar throughout the tri-county area.

III. POLICY IMPLICATIONS

- The proposed changes are to make the County's Code consistent with state law. Since State law supercedes the County's, these regulations have already been in effect and enforced.

IV. ECONOMIC IMPACT

- There is no additional cost to the County, as these regulations are already in effect.
- The staff dedicated to the enforcement of this ordinance is as follows:
 - One-fourth of a Licensing Clerk's time spent on licensing enforcement.
 - One-half of an Enforcement Officer's time spent on moving enforcement.
 - Mediation Center Enforcement Officers mediate complaints and handle inquiries from consumers regarding their rights and moving company complaint histories.

V. COMMENTS

Below is a summary of registered moving companies vs. the number of complaints.
(tallies of registered moving companies are only available for the past three years)

<u>Year</u>	<u># of Registered Moving Companies</u>	<u># of Complaints</u>
2004	154	47
2003	141	44
2002	126	84
2001	n/a	74
2000	n/a	64
1999	n/a	97
1998	n/a	92
1997	n/a	108
1996	n/a	47

The Moving Ordinance was amended in 2001 to require movers to provide consumers with a statement regarding their rights (i.e. a "disclosure statement"). The statement was a collaboration between Miami-Dade, Broward and Palm Beach Counties to maintain consistency between the counties. The disclosure statement must be provided at the time of the written estimate. (see attached)

LOCAL MOVING CONSUMER "BILL OF RIGHTS"

Broward Miami-Dade Palm Beach

Each of the three county governments (Broward, Miami-Dade, and Palm Beach) has separate ordinances regulating moving companies. Most regulations within the three ordinances are similar, but each county is responsible for its own enforcement. The following information provides consumers with a basic understanding of their rights and responsibilities when dealing with a moving company in the tri-county area. These ordinances only regulate moves that begin and end in any of the three counties.

Written Estimates - Consumers anticipating a move are entitled to a detailed written estimate that includes **ALL** expected charges related to labor, transportation, packing, inventory, storage, and additional valuation coverage. It is important that consumers clearly designate and reveal all that is to be moved. Moving companies may charge for an estimate; however, the cost of preparing an estimate must be fully disclosed and approved by the consumer. Moving companies cannot require that the right to an estimate be waived. All three counties require the moving company to provide the consumer with a written contract (contract for services/bill of lading) containing the total cost of the move and the consumer's written authorization (including signature) **prior** to starting the move. A moving company cannot refuse to deliver your goods if you have paid the amount agreed in the written estimate and/or the written contract.

Written Inventory - Consumers have a right to a written inventory of all household goods to be moved by the moving company. The moving company may charge for the inventory. The moving company cannot require that the right to an inventory be waived, but the consumer may voluntarily waive the inventory process. All charges to complete an inventory by a moving company must conspicuously be disclosed to the consumer. In Palm Beach County a moving company must provide a "no charge" inventory when the move is not point-to-point/same day or storage is required.

Written Contracts - A written contract, often called a **bill of lading** or **contract for services**, is required to be prepared by the moving company and must be signed, timed and dated by the consumer (or her/his representative) and by the moving company representative before the work begins. The contract must conspicuously provide the "**bottom line**" cost of all charges associated with the move (i.e., inventory preparation, labor, transportation, packing materials, storage and any additional valuation coverage).

Lost/Damage Claims - The consumer has up to 60 days to notify the moving company in writing of any claim for loss or damage. If the claim cannot be satisfied in 30 days from date of the claim, the mover must advise the consumer of the status of the claim and the reason for the delay. The mover must satisfy or object to a claim no more than 90 days after receipt of the consumer's written notice. If asked to sign a statement acknowledging receipt of goods, consumers may make notations on the receipt as to damaged or missing items.

Licenses/Permits - Moving companies operating in the tri-county area are required to be licensed/permitted by their respective county government consumer agency where the mover's primary business is located and the Florida Division of Consumer Services. Consumers may call the appropriate county consumer agency to determine the current license status of any local moving company.

If a problem is unable to be resolved with a moving company, please contact the appropriate government consumer agency immediately.

The above are general descriptions of the three ordinances regulating moving companies.
More information may be obtained by contacting your county consumer agency.

* Contact the Palm Beach County Division of Consumer Affairs for more details regarding written inventory.

Information or complaints involving an Interstate move, call the Federal Motor Carrier Administration at 1-888-368-7238.

Information or complaints involving moves in Florida, outside the tri county area, call the Florida Division of Consumer Services at 1-800-435-7352.

- 1) **"DO NOT" sign contract if the**
Total cost of your move is not clearly shown. The *current* date and time must be included when you sign the contract.
- 2) **"DO NOT" sign contract unless it is given to you PRIOR to wrapping,**
packing, or loading your goods.
- 3) **"DO" get a copy of contract immediately upon signing.**
- 4) **FORM OF PAYMENT - every moving company must accept at least two of the following payment methods:**

Cash (includes cashier's check, money order or traveler's check)
Personal Check (Must show imprinted name and address)
Credit Card (Must include but not limited to VISA or MasterCard)

- 5) **VALUATION COVERAGE – (You have two options – initial your choice)**
Option 1 – Standard Valuation Coverage: If your goods become damaged or lost, the moving company may be required to reimburse you to a maximum amount of only sixty cents (\$.60) per pound/per article, considerably less than the average value of household goods. There is no additional cost or deductible for standard coverage. (Example: If you have a 5-pound table lamp worth \$300 and it is damaged or lost, you are only entitled to a maximum reimbursement of \$3)
Option 2 – Additional Valuation Coverage: Additional coverage is available to compensate you for goods lost or damaged at an amount closer to the declared or replacement value. The terms must be clearly defined in the contract you sign. **There is an additional cost for this coverage.** The additional coverage may contain a negotiated deductible, which is disclosed as \$ _____. If a deductible applies, you are still entitled to the standard valuation coverage of \$.60 per pound as described in Option 1 above on the deductible amount.

I understand the total moving contract is \$ _____. This includes all inventory all inventory preparation, labor, transportation, packing materials/costs, storage and any additional valuation coverage. I understand that all household goods must be delivered and unloaded when the mover is paid this amount.

Customer's Signature _____ Date _____ Time Signed _____

Mover's Signature _____ Date _____ Time Signed _____

If you have concerns about any move that began or ended in Broward, Miami-Dade or Palm Beach County and that has not been resolved by your moving company, please contact the appropriate consumer protection agency where your move ended.

County	Broward	Miami-Dade	Palm Beach
Agency Name	Consumer Affairs Div.	Consumer Services Dept.	Consumer Affairs Div.
Address	115 South Andrews Ave Annex Room A460 Fort Lauderdale, FL 33301	140 West Flagler Street Room 902 Miami, FL 33130	50 South Military Trail Suite 201 West Palm Beach, FL 33415
Phone	(954) 765-5350	(305) 375-3677	(561) 712-6600 (Main) 888-852-7362 (Boca/Glades- toll free)
Fax	(954) 765-5309	(305) 375-4120	(561) 712-6610
E-Mail	www.broward.org/consumer	www.miamidade.gov/csd	www.pbccoy.com/consumer

This disclosure form must be provided to the customer with the written estimate. The form must be signed by the customer and the moving company prior to any work being performed. Original copy of the disclosures is to be given to the customer.

Tri-County Local Moving Consumer "Bill of Rights" on reverse page

February 8, 2005

LEGISLATIVE ANALYSIS

ITEM 4 (C) RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE GOULDS/CUTLER RIDGE AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN.

Office of Community and Economic Development

ITEM 4(G) RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE WEST PERRINE AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN.

Office of Community and Economic Development

ITEM 4(H) RESOLUTION ACCEPTING THE FINDING OF NECESSITY STUDY FOR THE BISCAYNE CORRIDOR AREA AND APPROVING THE PREPARATION OF A COMMUNITY REDEVELOPMENT PLAN.

Office of Community and Economic Development

I. SUMMARY

The Board of County Commissioners (BCC) directed the County Manager in July 2004 to prepare a Finding of Necessity study as required by the Community Redevelopment Act of 1969 (the "Act") for the following areas:

- **Goulds/Cutler Ridge area**
- **West Perrine area**
- **Biscayne Corridor area**
- Miami-Dade County Procurement issued a contract to Curtis & Kimball to prepare the aforementioned study.
- The study concluded that slum and blight do exist in these areas.

II. PRESENT SITUATION

The Act authorizes counties and municipalities in the State of Florida to create community redevelopment agencies and to prepare redevelopment plans for certain defined areas. The purpose of these redevelopment projects is to prevent and possibly eliminate the development of slum and blighted areas.

The Act also authorizes the County to delegate redevelopment after a finding has been made determining that slum or blight exists, according to the Finding of Necessity study:

- **Goulds/Cutler Ridge area** slum and blight exists in the form of deterioration, unsanitary and unsafe conditions, & deterioration within the defined area.
- **West Perrine area** slum and blight exists in the form of inadequate street layout, parking facilities, roadways, bridges or public transportation facilities; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary and unsafe conditions; deterioration of site or other improvements.

- **Biscayne Corridor** area slum and blight exists in the form of inadequate street layout, parking facilities, roadways, bridges or public transportation facilities; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary and unsafe conditions; deterioration of site or other improvements.

III. POLICY IMPLICATIONS

In order for the County to proceed with Community Redevelopment, the Board must adopt each of the Finding of Necessity Reports and approve the respective Community Redevelopment Plans.

IV. ECONOMIC IMPACT

Miami-Dade County staff has reviewed the reports and submitted them to the Tax Increment Financing and Coordination Committee for further review. On January 4, 2005 the County's Tax Increment and Financing Coordination Committee reviewed the Finding of Necessity reports and recommended its acceptance by the Board.

- The only revision recommended by the Committee was a revision in the **Goulds/Cutler Ridge** report limiting the Southernmost boundary to SW 232nd Street as opposed to the SW 248th Street.

V. COMMENTS

Curtis & Kimball have been asked to prepare a new report for the **Goulds/Cutler Ridge** revision. The new revised report will be substituted and furnished to the Board in time for the Community Empowerment and Economic Revitalization Committee meeting on February 8, 2005.